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21 **UNITED STATES DISTRICT COURT**

22 **DISTRICT OF NEVADA**

23 SHIGE TAKIGUCHI, et. al,
24 Individually and On Behalf of All
25 Others Similarity Situated,

26 Plaintiffs,

27 v.

28 MRI INTERNATIONAL, INC.,
EDWIN J. FUJINAGA, JUNZO
SUZUKI, PAUL MUSASHI
SUZUKI, LVT, INC., dba STERLING
ESCROW, and DOES 1-500,

Defendants.

Case No.: 2:13-cv-01183-HDM-VCF

**STIPULATION AND ORDER RE
PAYMENT OF ATTORNEYS
FEES AND COSTS INCURRED
BY SUZUKI ENTERPRISES, INC.
PROFIT SHARING PLAN
DURING JANUARY 2017**

1 WHEREAS Defendant Suzuki Enterprises, Inc. Profit Sharing Plan (the
2 “Plan”) and Plaintiffs are collectively referred to herein as the “Parties”;

3 WHEREAS on December 2, 2014, the Court issued its order [550] (“Order
4 re Fees”) approving the Stipulation and Order re Payment of Attorneys’ Fees [549]
5 (“Stipulation re Fees”) incurred by the Plan from Plan funds presently subject to
6 the preliminary injunction [183] issued by this Court;

7 WHEREAS the Order re Fees expressly provides a procedure for payment
8 of the fees incurred by the Plan through stipulation by the Parties;

9 WHEREAS the Plan incurred legal fees and costs in January 2017 for,
10 among other things, researching and analyzing numerous ERISA and class action
11 settlement issues, negotiating settlement terms with Plaintiffs, and communications
12 with multiple counsel and Plan fiduciaries regarding ERISA and settlement issues;

13 WHEREAS the nature of the settlement in this case required the Plan to hire
14 additional counsel to assist in some of the class action settlement issues, and lead
15 counsel for the Plan paid a \$10,000 retainer to class action settlement counsel;

16 WHEREAS the Plan has incurred legal fees and certain costs for the month
17 of January 2017 in the amount of \$52,747.98 (which includes fronting a \$10,000
18 retainer that will be applied to future billings, likely next month);

19 WHEREAS such fees and costs are payable as follows:

- 20 • \$29,754.00 payable to Foundation Law Group, LLP, lead counsel for
21 the Plan (\$10,000 of which represents payment of an evergreen
22 retainer for the Plan’s class action settlement counsel, Mitchell
23 Silberberg & Knupp, LLP, that will be applied to future billings);
- 24 • \$6,543.75 payable to Brucker & Morra, APC, counsel for the Plan
25 focusing on ERISA issues;
- 26 • \$1,838.28 payable to Enenstein Ribakoff LaViña & Pham, local
27 counsel for the Plan focusing on, among other things, procedural
28 issues and document preparation;

- \$14,611.95 payable to Mitchell Silberberg & Knupp, LLP, counsel for the Plan focusing on class action settlement issues.

WHEREAS, the Plan's invoices are attached hereto as Exhibit "A";

WHEREAS the Parties have communicated a mutual desire to avoid the necessity of a formal motion for attorneys' fees for payment of the fees incurred by the Plan for the month of January 2017;

NOW, therefore, the Parties stipulate that:

1. Payment of the Plan's legal fees and expenses for the month of December 2016, in the total amount of \$52,747.98, shall be made from the funds held by LPL Financial for the benefit of the Plan with the specific breakdown of this total amount below;
2. \$29,754.00 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Foundation Law Group LLP;
3. \$6,543.75 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Brucker & Morra, APC;
4. \$1,838.28 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Enenstein Ribakoff LaViña & Pham;
5. \$14,611.95 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Mitchell Silberberg & Knupp, LLP; and

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6. The remaining funds held by LPL Financial for the benefit of the Plan shall remain frozen and subject to the preliminary injunction [183] pending a further application for payment of attorneys' fees and expenses.

DATED this 9th day of February 2017

**MANNING & KASS ELLROD
RAMIREZ, TRESTER LLP**

By: /s/ James E. Gibbons
Attorneys for Plaintiffs

DATED this 9th day of February 2017

**ENENSTEIN RIBAKOFF LAVIÑA
& PHAM**

By: /s/ Robert A. Rabbat
*Attorneys for Defendant
Suzuki Enterprises, Inc., Profit
Sharing Plan*

DATED this 9th day of February 2017

**LAW OFFICES OF ROBERT W.
COHEN, A.P.C.**

By: /s/ Robert W. Cohen
Attorneys for Plaintiffs

DATED this 9th day of February 2017

FOUNDATION LAW GROUP LLP

By: /s/ Gregg D. Zucker
*Attorneys for Defendant
Suzuki Enterprises, Inc., Profit
Sharing Plan*

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED this 8th day of March, 2017.



United States Magistrate Judge

CERTIFICATE OF SERVICE

Pursuant to Fed.R.Civ.P. 5(b), I hereby certify that on the 9th day of February, 2017, I served a true and correct copy of the foregoing **STIPULATION AND ORDER RE PAYMENT OF ATTORNEYS FEES AND COSTS INCURRED BY SUZUKI ENTERPRISES, INC., PROFIT SHARING PLAN DURING JANUARY 2017** via mandatory electronic service via Pacer. Parties may access this filing through the Court's CM/ECF.

/s/ Michelle Choto

Michelle Choto